

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
SOUTHERN DIVISION**

In Re:	:	CHAPTER 13
	:	
JOE LEE LOWE,	:	CASE NO. 09-14145
	:	
	:	JUDGE JOHN C. COOK
Debtor.	:	
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JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,	:	
	:	
	:	
	:	
Movant,	:	CONTESTED MATTER
vs.	:	
	:	
JOE LEE LOWE, Debtor,	:	
LORETTA L. LOWE, Co-Debtor, and	:	
C. KENNETH STILL, Trustee,	:	
	:	
Respondents.	:	

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, has filed a Motion for Relief from the Automatic Stay and Co-Debtor Stay in the above-styled case.

NOTICE IS HEREBY GIVEN that a hearing will be held at **9:30 AM on April 11, 2013, in Courtroom 3A at the Historic U. S. Courthouse, 31 E. 11th Street, Chattanooga, Tennessee 37402.**

NOTICE IS HEREBY FURTHER GIVEN that if you do not want the court to grant the relief requested in the motion, you or your attorney must attend this hearing. If you do not attend the hearing, the court may decide that you do not oppose the relief sought in the Motion and may enter an Order granting that relief.

MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY

COMES NOW, JPMorgan Chase Bank, National Association, its successors and/or assigns ("Movant"), a secured creditor herein, and respectfully moves this Court for an Order granting relief from the automatic stay provisions of 11 U.S.C. § 362(a) and for relief from the co-debtor stay provisions of 11 U.S.C. § 1301. In support, Movant would show:

1. Debtor filed for relief under Chapter 13 of the Bankruptcy Code on July 6, 2009.
2. C. Kenneth Still ("Trustee"), is the Trustee and a party in this action in an official capacity only.

3. This is a contested proceeding within the meaning of Bankruptcy Rule 9014, and the Bankruptcy Court has jurisdiction over this matter.

4. Movant is an entity entitled to enforce the Note, secured by Deed of Trust on real property located at 10707 Dolly Pond Road, Ooltewah, TN 37363 (the "Property"). A copy of the Note and Deed of Trust are attached hereto as exhibits.

5. The Plan provides for the continuing monthly payments to be paid directly by the Debtor, outside of the plan pursuant to the Note and Deed of Trust. The Debtor has failed to make the payments and is in default. As of this Motion, Debtor is due and owing to Movant as follows:

3	Payments (12/1/2012 - 2/1/2013) @	\$335.25	\$1,005.75
	MFR Attorney Fees and Costs		\$826.00
	Less funds held in Debtor suspense account		<u>-\$204.50</u>
	Total		<u>\$1,627.25</u>

6. Under 11 U.S.C. § 362(d)(1), on request of a party in interest, the Court shall terminate, annul, modify or condition the stay for cause. Default under the terms of the Chapter 13 plan is cause sufficient to terminate the automatic stay. In the case at bar, Debtor has failed to make payments to Movant as prescribed and is default under the Note, Deed of Trust and Chapter 13 Plan. Therefore, cause exist to terminate or annul the automatic stay.

7. There is little or no equity in the Property; and, the Property is not necessary for effective reorganization.

8. The Property is burdensome and of inconsequential value to the bankruptcy estate.

9. Movant requests that, upon entry of an Order granting relief from the automatic stay, the Proof of Claim filed by Movant {if any} shall be deemed withdrawn; and, therefore Movant shall be exempt from further compliance with the obligations of Fed. R. Bankr. P. 3002.1.

10. The Co-Debtor Stay of 11 U.S.C. § 1301 should be terminated on grounds that the Debtor is not making post-petition payments to Movant, and Movant would be irreparably harmed by the continuance of the stay.

11. JPMorgan Chase Bank, N.A., services the loan on the property referenced in this Motion for Relief. In the event the automatic stay in this case is terminate/annulled/lifted/set aside, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of JPMorgan Chase Bank, N.A. ("Noteholder"), directly or through an agent, has possession of the

promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed.

WHEREFORE, after notice and a hearing, Movant prays for an Order:

1. Granting relief from the automatic stay provisions of 11 U.S.C. § 362(a) and co-debtor stay provisions of 11 U.S.C. § 1301 as to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. Waiving the requirements of Fed. R. Bank. P. 4001(a)(3).

3. Exempting Movant from further compliance with Fed. R. Bank. P. 3002.1.

4. Granting such other and further relief, general and specific, as may be just and proper.

Respectfully Submitted,

/S/ LAURA A. GRIFKA

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and exact copy of the foregoing Motion for Relief from Stay, with Notice and proposed Order have been served electronically, through the Court's electronic filing system to all parties indicated on the electronic filing receipt, on March 15, 2013, or by United States mail, postage prepaid, to the Debtor on March 18, 2013.

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